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13 Proposed Attorneys for Zacky Farms, LLC

14 UNITED STATES BANKRUPTCY COURT
 15 EASTERN DISTRICT OF CALIFORNIA
 16 SACRAMENTO DIVISION

17 In re:

18 ZACKY FARMS, LLC, a
 19 California limited liability
 20 company,

21 Debtor-In-Possession.

22 CASE NO. 12-37961-B-11

23 DCN: FWP-27

24 Date: March 5, 2013

25 Time: 9:32 a.m.

26 Courtroom: 32
 27 501 I Street, 6th Floor
 28 Sacramento, CA

17 **ORDER GRANTING DEBTOR'S FIRST OMNIBUS MOTION TO REJECT CERTAIN
 18 EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

19 The motion of Zacky Farms, LLC, Debtor and Debtor in Possession (the "Debtor")
 20 seeking entry of an order authorizing the debtor to reject certain executory contracts and
 21 unexpired leases (the "Motion"), came on for hearing on March 5, 2013, at 9:32 a.m., in
 22 Courtroom 32 of the United States Bankruptcy Court for the Eastern District of California.
 23 Appearances were noted on the record.

24 Based upon the Motion, the Declaration of Sean M. Harding in support of the Motion,
 25 and any other relevant papers filed in connection with the Motion, arguments of counsel
 26 appearing at the hearing on the Motion, and findings of fact and conclusions of law stated on the
 27 record; the Court having found that due notice of the Motion was properly served on all parties
 28 and is sufficient under the circumstances and that no other or further notice need be provided;

RECEIVED

March 05, 2013

CLERK, U. S. BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 0004688868

1 and the Court having determined that the relief sought in the Motion is in the best interests of the
2 Debtor, its estate and all parties in interest, and for good and sufficient cause appearing,

3 T IS HEREBY ORDERED that:

4 1. The Motion (docket no. 1114) as provided herein is GRANTED.

5 2. The Debtor is authorized to reject the Contracts listed on Exhibit A effective
6 immediately after the close of the Sale.

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8 Dated: March 25, 2013

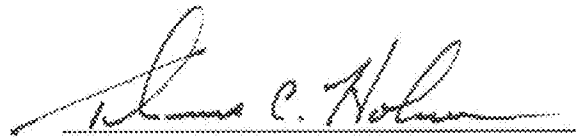
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12 Thomas C. Holman
13 United States Bankruptcy Judge
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EXHIBIT A- CONTRACTS TO BE REJECTED

Counterparty	Description	Type	Contract Date
Arvance Ranch Inc.	Turkey Growing Agreement	Grower	5/11/12
A & F Exports, Inc.	Hold Harmless Agreement and Guaranty/Warranty of Product	Other	2/16/12
Brett Hopkins	Confidentiality Agreement	Other	10/6/08
Central Valley Trailer Repair, Inc.	Zacky Rolling Stock Maintenance Agreement	Other	7/23/10
Comdata Network, Inc.	Comdata Transportation Services Standard Customer Agreement	Other	3/12/07
CSI International Inc.	Statement of Work	Other	5/4/11
David Whiteside Consulting Solutions, Inc.	Service Agreement	Other	3/1/12
Distribution Plus Incorporated (DPI)	DPI Pure Food Guaranty and Indemnification Agreement	Other	3/2/10
Dr. Mohammad Azam	Confidentiality Agreement	Other	9/2/11
Dr. Mohammad Azam	Consulting Fee Rates for Dr. Azam	Other	9/30/11
Dr. Mohammad Azam	Hold Harmless Agreement	Other	9/2/11
Greenfield Ag Services	Labor Contractor Agreement	Other	4/6/12
Halal Transactions Inc.	Agreement of Halal Certification	Other	8/20/00
James D. Sanford	Confidentiality Agreement	Other	3/2/11
James D. Sanford	Consulting Agreement	Other	10/25/11 & 5/7/12
James Sanford	Hold Harmless Agreement	Other	3/8/11
Jetro Holdings, Incorporated	Continuing Pure Food Guaranty	Other	Not Dated
Jetro Holdings, Incorporated	Vendor Agreement	Other	Not Dated
Mountain View Cold Storage, LLC	Grower-Storage Agreement	Other	9/16/12
Newport Meat Company	Hold Harmless Agreement and Guaranty/Warranty of Product	Other	9/21/09
Nicolas & Co., Inc.	Continuing Guarantee and Indemnity Agreement	Other	3/11/11
One Network	One Network Member Agreement	Other	Not Dated
Porky Products, Inc.	Indemnification and Product Warranty Agreement	Other	9/19/12
R.W. Zant Company	Hold Harmless Agreement and Guaranty/Warranty of Product	Other	8/10/12
Sherwood Food Distributors	Continuing Warranty and Indemnity Agreement	Other	5/11/06
Silliker, Food Safety & Quality Solutions	Letter; Testing Proposal for Environmental Monitoring	Other	10/30/08
Sonitrol of Fresno	Limited Performance Warranty	Other	Not Dated
Southwest Patrol Inc.	Security Agreement	Other	6/28/12
Southwest Patrol, Inc.	Hold Harmless Agreement	Other	6/20/12
Sysco Corporation and/or its Affiliates	Hold Harmless Agreement and Guaranty/Warranty of Product	Other	9/21/11
The Kroger Co.	Hold Harmless Agreement and Continuing Guaranty	Other	2/1/11
The Steritech Group, Inc.	Product/Equipment Sales Agreement	Other	8/7/12
Tyson Foods, Inc.	Pure Food Guaranty and Indemnification Agreement	Other	4/22/11
U.S Foodservice, Inc.	Vendor Agreement	Other	2/18/11

Counterparty	Description	Type	Contract Date
UniFirst	Customer Service Agreement	Other	7/9/07
Unisource	Confidentiality Agreement	Other	8/16/10
Unisource	Hold Harmless Agreement	Other	3/8/11
Viskase Companies, Inc.	Confidentiality Agreement	Other	8/18/10
Viskase Companies, Inc.	Hold Harmless Agreement	Other	3/8/11
West Liberty	Continuing Product Guarantee	Other	10/31/11
Coast to Coast Business Equipment, Inc.	Purchase Order re: Preventative Maintenance on Toshiba Copier at 13200 Crossroads Pkwy N, Ste. 250, City of Industry, CA	Supply	7/20/12
Dae Sun Park	Poult Services Agreement	Supply	6/1/08
Environmental Control	Invoice re: Monthly Maintenance at Various Locations	Supply	1/1/02
Guardsmark, GP	Agreement	Supply	6/1/11
Kaiser's Contract Cleaning Specialists, Inc.	Sanitation Contract	Supply	10/4/08
Packers Sanitation Services, Inc. Ltd	Sanitation Contract (Fresno)	Supply	7/20/12
Packers Sanitation Services, Inc. Ltd.	Sanitation Contract (Stockton)	Supply	6/30/11
Prudential Overall Supply	Purchase Order re: Service of Floor Mats at 2222S. East Ave.	Supply	12/5/11
Prudential Overall Supply	Service Rental Agreement	Supply	11/14/07
Steritech	Pest Prevention Service Agreement re: 1111 Navy Drive, Stockton, CA	Supply	7/27/10, as amended 6/11/11
Steritech	Pest Prevention Service Agreement re: 2222 S. East Ave., Fresno, CA	Supply	4/12/10
Zoom Imaging Solutions	Purchase Order re: Preventative Maintenance on Toshiba Copier at 2222 S. East Ave (Human Resources Office)	Supply	7/31/12
Zoom Imaging Solutions	Purchase Order re: Preventative Maintenance on Toshiba Copier at 2020 S. East Ave. (Purchasing Department)	Supply	7/20/12
Zoom Imaging Solutions	Purchase Order re: Preventative Maintenance on Toshiba Copier at 2020 S. East Ave.	Supply	2/23/12
Zoom Imaging Solutions	Purchase Order re: Preventative Maintenance on Toshiba Copier at 2950 E. California Ave (QA Machine - Supervisor's Office)	Supply	4/25/12
Zoom Imaging Solutions	Purchase Order re: Preventative Maintenance on Toshiba Copier at 2950 E. California Ave (Transportation Trailer)	Supply	2/2/11
Zoom Imaging Solutions	Purchase Order re: Preventative Maintenance on Toshiba Copier at 2020 S. East Ave. (Breeder Dept.)	Supply	9/25/12